

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 85	
2. CONTRACT (Proc. Inst. Ident.) NO. N61340-11-D-0004		3. EFFECTIVE DATE 16 Aug 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300159862			
5. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY ORLANDO FL 32826		CODE N61340	6. ADMINISTERED BY (If other than Item 5) DEFENSE CONTRACT MANAGEMENT AGENCY EAST DCMA BALTIMORE 217 EAST REDWOOD ST. SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) AMERECOM INC. BENJAMIN CHOU 6325 WOODSIDE CT STE 110 COLUMBIA MD 21046-3226				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 5ZY12		FACILITY CODE					
11. SHIP TO/MARK FOR NAWCTSD DOMBROWSKI, TIFFANY 12350 RESEARCH PARKWAY CROSS WARFARE ORLANDO FL 32826-3224		CODE N61340	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$4,627,034.89 EST	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number N61340-11-R-0009-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER REBECA GONZALEZ (25311) / CONTRACTING OFFICER TEL: 407-380-4524 EMAIL: rebecca.gonzalez@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>Rebecca Gonzalez</u> (Signature of Contracting Officer)		18-Aug-2011	

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Previous edition is usable

STANDARD FORM 26 (REV. 4/2008)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0100	Post Award Conference FFP IAW SOW section 3.1.7 FOB: Destination	1	Each	\$1,725.31	\$1,725.31

ESTIMATED
NET AMT

\$1,725.31

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0101	Core Software Sustainment FFP IAW SOW section 3.2.1 FOB: Destination PURCHASE REQUEST NUMBER: 1300159862	12	Months	\$29,076.96	\$348,923.52 EST

ESTIMATED
NET AMT

\$348,923.52 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0102	S/W Modifications & Product Generation FFP IAW SOW section 3.2.2 FOB: Destination	18	Each	\$219,428.42	\$3,949,711.56 EST

ESTIMATED
NET AMT

\$3,949,711.56 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0103	Software Training Sessions (Offsite) FFP IAW SOW section 3.2.3.1 FOB: Destination	15	Each	\$3,419.44	\$51,291.60 EST
ESTIMATED NET AMT					\$51,291.60 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0104	Technical Assist Visits (Offsite) FFP IAW SOW section 3.2.3.2 FOB: Destination	30	Days	\$690.19	\$20,705.70 EST
ESTIMATED NET AMT					\$20,705.70 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0105	Software Mod/Enhancement Impact Analysis FFP IAW SOW sections 3.2.4.1 and 3.2.4.2 FOB: Destination	40	Each	\$5,029.43	\$201,177.20 EST
ESTIMATED NET AMT					\$201,177.20 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0106	Travel for CLINs 0102-0105 FFP Fixed factor 7 % applicable to total travel cost. Estimated yearly total value \$50,000.00. FOB: Destination	1	Lot	\$53,500.00	\$53,500.00 NTE

ESTIMATED NET AMT	\$53,500.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0201 OPTION	Core Software Sustainment FFP Option 1 IAW SOW section 3.2.1 FOB: Destination	12	Months	\$29,271.78	\$351,261.36

ESTIMATED NET AMT	\$351,261.36
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0202 OPTION	S/W Modifications & Product Generation FFP Option 1 IAW SOW section 3.2.2 FOB: Destination	18	Each	\$220,898.59	\$3,976,174.62

ESTIMATED NET AMT	\$3,976,174.62
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0203 OPTION	Software Training Sessions (Offsite) FFP Option 1 IAW SOW section 3.2.3.1 FOB: Destination	15	Each	\$3,442.35	\$51,635.25

ESTIMATED NET AMT	\$51,635.25
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0204 OPTION	Technical Assist Visits (Offsite) FFP Option 1 IAW SOW section 3.2.3.2 FOB: Destination	30	Days	\$694.81	\$20,844.30

ESTIMATED NET AMT	\$20,844.30
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0205 OPTION	Software Mod/Enhancement Impact Analysis FFP Option 1 IAW SOW sections 3.2.4.1 and 3.2.4.2 FOB: Destination	40	Each	\$5,063.12	\$202,524.80

ESTIMATED NET AMT	\$202,524.80
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0206 OPTION	Travel for CLINs 0202-0205 FFP Option 1 Fixed factor 7% applicable to total travel cost. Estimated yearly total value \$50,000.00. FOB: Destination	1	Lot	\$53,500.00	\$53,500.00 NTE

ESTIMATED
NET AMT

\$53,500.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0301 OPTION	Core Software Sustainment FFP Option 2 IAW SOW section 3.2.1 FOB: Destination	12	Months	\$29,857.21	\$358,286.52

ESTIMATED
NET AMT

\$358,286.52

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0302 OPTION	S/W Modifications & Product Generation FFP Option 2 IAW SOW section 3.2.2 FOB: Destination	18	Each	\$225,316.56	\$4,055,698.08

ESTIMATED
NET AMT

\$4,055,698.08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0303 OPTION	Software Training Sessions (Offsite) FFP Option 2 IAW SOW section 3.2.3.1 FOB: Destination	15	Each	\$3,511.19	\$52,667.85

ESTIMATED
NET AMT

\$52,667.85

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0304 OPTION	Technical Assist Visits (Offsite) FFP Option 2 IAW SOW section 3.2.3.2 FOB: Destination	30	Days	\$708.71	\$21,261.30

ESTIMATED
NET AMT

\$21,261.30

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0305 OPTION	Software Mod/Enhancement Impact Analysis FFP Option 2 IAW SOW sections 3.2.4.1 and 3.2.4.2 FOB: Destination	40	Each	\$5,164.39	\$206,575.60

ESTIMATED
NET AMT

\$206,575.60

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0306		1	Lot	\$53,500.00	\$53,500.00 NTE
OPTION	Travel for CLINs 0302-0305 FFP Option 2 Fixed factor 7% applicable to total travel cost. Estimated yearly total value \$50,000.00. FOB: Destination				

ESTIMATED
NET AMT

\$53,500.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0401		12	Months	\$30,603.64	\$367,243.68
OPTION	Core Software Sustainment FFP Option 3 IAW SOW section 3.2.1 FOB: Destination				

ESTIMATED
NET AMT

\$367,243.68

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0402 OPTION	S/W Modifications & Product Generation FFP Option 3 IAW SOW section 3.2.2 FOB: Destination	18	Each	\$230,949.47	\$4,157,090.46

ESTIMATED
NET AMT

\$4,157,090.46

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0403 OPTION	Software Training Sessions (Offsite) FFP Option 3 IAW SOW section 3.2.3.1 FOB: Destination	15	Each	\$3,598.97	\$53,984.55

ESTIMATED
NET AMT

\$53,984.55

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0404 OPTION	Technical Assist Visits (Offsite) FFP Option 3 IAW SOW section 3.2.3.2 FOB: Destination	30	Days	\$726.43	\$21,792.90

ESTIMATED
NET AMT

\$21,792.90

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0405 OPTION	Software Mod/Enhancement Impact Analysis FFP Option 3 IAW SOW sections 3.2.4.1 and 3.2.4.2 FOB: Destination	40	Each	\$5,293.50	\$211,740.00

ESTIMATED NET AMT	\$211,740.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0406 OPTION	Travel for CLINs 0402-0405 FFP Option 3 Fixed factor 7% applicable to total travel cost. Estimated yearly total value \$50,000.00. FOB: Destination	1	Lot	\$53,500.00	\$53,500.00 NTE

ESTIMATED NET AMT	\$53,500.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0501 OPTION	Core Software Sustainment FFP Option 4 IAW SOW section 3.2.1 FOB: Destination	12	Months	\$31,521.75	\$378,261.00

ESTIMATED NET AMT	\$378,261.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0502 OPTION	S/W Modifications & Product Generation FFP Option 4 IAW SOW section 3.2.2 FOB: Destination	18	Each	\$237,877.96	\$4,281,803.28

ESTIMATED
NET AMT

\$4,281,803.28

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0503 OPTION	Software Training Sessions (Offsite) FFP Option 4 IAW SOW section 3.2.3.1 FOB: Destination	15	Each	\$3,706.94	\$55,604.10

ESTIMATED
NET AMT

\$55,604.10

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0504 OPTION	Technical Assist Visits (Offsite) FFP Option 4 IAW SOW section 3.2.3.2 FOB: Destination	30	Days	\$748.22	\$22,446.60

ESTIMATED
NET AMT

\$22,446.60

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0505 OPTION	Software Mod/Enhancement Impact Analysis FFP Option 4 IAW SOW sections 3.2.4.1 and 3.2.4.2 FOB: Destination	40	Each	\$5,452.30	\$218,092.00
ESTIMATED NET AMT					\$218,092.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0506 OPTION	Travel for CLINs 0502-0505 FFP Option 4 Fixed factor 7% applicable to total travel cost. Estimated yearly total value \$50,000.00. FOB: Destination	1	Lot	\$53,500.00	\$53,500.00 NTE
ESTIMATED NET AMT					\$53,500.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
			\$24,300,000.00

B1 - B5

B1 ACRONYMS

The following definitions are provided for acronyms that may be used in this solicitation:

ACR	AIM Software Change Request	N/A	Not Applicable
ACRN	Accounting Classification Reference Number	NAWCTSD	Naval Air Warfare Training Systems Division
AIM	Authoring Instructional Materials	NETC	Naval Education and Training Command
AMT	Amount	NMCI	Navy Marine Corps Intranet
CC	Configuration Control	NSP	Not Separately Priced
CCB	Configuration Control Board	OCCSTD	Occupational Standard
CDRL	Contract Data Requirements List	OCONUS	Outside the Continental United States
CI	Configuration Item	PCO	Procuring Contracting Officer
CLIN	Contract Line Item Number	PPP	Personnel Performance Profile
COR	Contracting Officer's Representative	QA	Quality Assurance
COTS	Commercial Off-the-Shelf	QASP	Quality Assurance Surveillance Plan
CPM	Content Planning Module	QTY	Quantity
EA	Each	SCL	Software Configuration Library
ECP	Engineering Change Proposal	SDD	Software Design Document
ELO	Enabling Learning Object	SMM	Software Maintenance Manual
ESC	Executive Steering Committee	SOW	Statement of Work
FEA	Front-End Analysis	SQL	Structured Query Language
FFP	Firm-Fixed-Price	SSO	System Support Office
FRB	Functional Requirements Board	STP/STD	Software Test Plan/Software Test Document
FTP	File Transfer Protocol	S/W	Software
G&A	General and Administrative	TA	Technical Assistance
GAT	Government Acceptance Testing	TBN	To Be Negotiated at a later date
GFI	Government Furnished Information	TG	Trainee Guide
GFP	Government Furnished Property	TLO	Terminal Learning Object
GOTS	Government Off-the-Shelf	TO	Task Order
ICW	Interactive Courseware	TR	Trouble Report
IETM	Interactive Electronic Technical Manual	TSD	Training Systems Division
ILE	Integrated Learning Environment	TSRA	Training Systems Requirements Analysis
ILT	Instructor Led Training	VTC	Video Teleconferencing
IMI	Interactive Multimedia Instruction	VTT	Video Tele-Training
IPT	Integrated Product Team	WBT	Web-Based Training
JPA	Job Performance Aid	WD	Workforce Development
JTR	Joint Travel Regulation	XML	Extensible Markup Language
LAN	Local Area Network		
LO	Learning Object		
LOC	Lines of Code		
LP	Lesson Plan		
LSE	Lead Software Engineer		
MAX	Maximum		
MO	Month		
MOD	Modification		

B2 PRICE AT LINE ITEM LEVEL

Offeror shall insert in Section B of the Schedule unit prices and amounts at the line item level for CLINs 0100, 0101, 0103, 0104; 0201, 0203 and 0204; 0301, 0303 and 0304; 0401, 0403 and 0404; 0501, 0503 and 0504. The contractor shall perform all CLINS in accordance with Attachment 1, SOW.

B3 FIRM FIXED PRICE LINE ITEMS

The Contractor shall provide CLINs (0100, 0101, 0103 and 0104; 0201, 0203 and 0204; 0301, 0303 and 0304; 0401, 0403 and 0404; 0501, 0503 and 0504) for AIM software services on a FFP per unit basis in accordance with Attachment 1, SOW. The Government may place unilateral task orders at the stated FFPs for software support commencing during the ordering period through the end of the CLIN ordering periods (stated in Section F) although performance may extend beyond the contract ordering period.

The Contractor shall provide CLINs (0102, 0202, 0302, 0402 and 0502) on a negotiated FFP basis. Each task order for these services shall be proposed by the contractor when requested and negotiated with the Government utilizing the contract labor rates (Attachment 2), Resource Allocation Matrix for the labor required to perform the tasking. Travel services when necessary shall be proposed under CLINs (0106, 0206, 0306, 0406 and 0506) on a FFP basis.

The Contractor shall provide CLINs (0105, 0205, 0305, 0405 and 0505) on a negotiated FFP basis. Each task order for these services shall be proposed by the contractor when requested and negotiated with the Government utilizing the contract labor rates (Attachment 2), Resource Allocation Matrix for the labor required to perform the tasking. Travel services when necessary shall be proposed under CLINs (0106, 0206, 0306, 0406 and 0506) on a FFP basis.

The Contractor shall provide CLINs (0106, 0206, 0306, 0406 and 0506) on a negotiated FFP basis. Each task order for these travel services shall be proposed by the contractor when requested and negotiated utilizing the CLIN fixed factor with the Government to arrive at a FFP.

B4 CANCELLATION POLICY OF TRAINING CONVENINGS

The prices for training sessions and technical assist visits CLINs (0103 and 0104, 0203 and 0204, 0303 and 0304, 0403 and 0404, 0503 and 0504) shall include a 10 calendar day advance cancellation notice for any training convening or tech assist visits requested on a task order. This will allow the Government to cancel these services awarded on a task order, at no cost to the Government, with a minimum of 10 calendar day advance notice for all these software training sessions and technical assist visits CLINs. The day the services is scheduled to begin is not included in the 10 calendar days calculation. In the event of a cancellation 9 or fewer days (to include the start of the services), there is no presumption the contractor will be entitled to either full or partial payment of training services that have not been conducted. The contractor shall make its best effort to mitigate cost as a result of the cancellation. The contractor shall submit a proposal with supporting documentation for the cancelled services to the Government to negotiate a settlement for the cancellation of services. In addition, the contractor is not authorized to invoice in accordance with 5252.246-9512 before settlement of cancellation with the Government.

B5 ADVANCE NOTIFICATION

The prices for CLINs 0101 – 0106 shall include 10 calendar day notification with issuance of a task order.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal, dated 20 May 2011, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

C1- C8**C1 POST AWARD CONFERENCE (PAC) (CLIN 0100)**

The contractor shall furnish all necessary personnel, materials, supplies, travel and management to meet all the post award conference (PAC) requirements in accordance with the Statement of Work (SOW), section 3.1.7, Attachment 1 in Section J. The conference shall be provided at the Contractor's facilities located within the United States. The post award conference support services will be acquired with the issuance of the first task order and shall be completed within 30 calendar days from date of issuance.

C2 CORE SOFTWARE SUSTAINMENT (CLINs 0101, 0201, 0301, 0401, and 0501)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies, travel and management, required to provide AIM software sustainment support in accordance with the SOW, section 3.2.1, Attachment 1 in Section J. When required, the software sustainment services will be procured with the issuance of a task order on a FFP, per month basis. This Core Sustainment includes the contractor providing a total of 24 training sessions, (2 per month), one session at San Diego, CA and one session at Norfolk, VA per month.. (12 training sessions at each location)

C3 SOFTWARE MODIFICATIONS AND PRODUCT GENERATION (CLINs 0102, 0202, 0302, 0402, and 0502)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to provide AIM software modification support in accordance with the SOW, section 3.2.2, Attachment 1 in Section J. The software modification support services will be procured with the issuance of a task order including a SOW addressing the specific software modification required. The Government will request a proposal for software modification services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Any travel in support of software modifications will be negotiated under the travel CLINs (0106, 0206, 0306, 0406 and 0506).

C4 SOFTWARE TRAINING SESSIONS (CLINS 0103, 0203, 0303, 0403 and 0503)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to provide AIM software training sessions in accordance with the SOW, section 3.2.3.1, Attachment 1 in Section J (these training sessions are in addition to the Core Sustainment Training) . The software training sessions will be procured with the issuance of a task order on a FFP, per session basis. Any travel services in support of software training sessions will be negotiated under the travel CLINs (0106, 0206, 0306, 406 and 0506).

C5 TECHICAL ASSIST VISITS (CLINs 0104, 0204, 0304, 0404 and 0504)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies, and management, required to provide AIM technical assist visits in accordance with the SOW, section 3.2.3.2, Attachment 1 in Section J. The technical assist visits will be procured with the issuance of a task order on a FFP, per person, per day basis. Any travel in support of technical assist visits will be negotiated under the travel CLINs (0106, 0206, 0306, 0406 and 0506).

C6 SOFTWARE MODIFICATION/ENHANCEMENT IMPACT ANALYSIS (CLINs 0105, 0205, 0305, 0405 and 0505)

The contractor shall furnish all necessary personnel, facilities, equipment, materials, supplies and management, required to provide AIM software modification/enhancement impact analysis support in accordance with the SOW, sections 3.2.4.1 and 3.2.4.2, Attachment 1 in Section J. The software modification/enhancement impact analysis services will be procured with the issuance of a task order including a SOW addressing the specific software modification/enhancement impact analysis required. The Government will request a proposal for software modification/enhancement impact analysis services for each task order and the contractor shall provide a proposal in response to the Government's request utilizing the contract labor rates in Attachment 2, Resource Allocation Matrix in Section J. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each requirement. Any travel in support of software modifications will be negotiated under the travel CLINs (0106, 0206, 0306, 0406 and 0506).

C7 TRAVEL (CLINs 0106, 0206, 0306, 0406 and 0506)

The contractor shall be required to travel in support of the software modifications and product generation, software training sessions, technical assist visits and software modification/enhancement impact analysis CLINs (0102, 0103, 0104 and 0105, 0202, 0203, 0204 and 0205, 0302, 0303, 0304 and 0305, 0402, 0403, 0404 and 0405, and 0502, 0503, 0504 and 0505) and other required travel. Travel will be procured with the issuance of a task order for these services. The Government will request a proposal for the travel for each task order and the contractor shall provide a proposal in response to the Government's request. The Government will evaluate the contractor's proposal for reasonableness and negotiate a FFP task order for each travel requirement. The contractor proposed travel cost shall be in accordance with the Government Joint Travel Regulation (JTR) and shall only include the CLIN awarded fixed factor applied to the total direct travel cost to negotiate a FFP. This fixed factor shall include all appropriate overhead and General and Administrative (G&A) and risk applicable to the travel cost. This fixed factor for each travel CLIN is non-adjustable for the CLIN period of performance.

C8 STATEMENT OF WORK #101025

The SOW, under Attachment 1, is incorporated into Section C8 for purposes of FAR Clause 52.215-8, "Order of Precedence".

Section D - Packaging and Marking

NOTE:

This clause shall apply to all CLINs listed in section B - Supplies or Services and Prices, as applicable.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

NOTE:

Clauses in section E – Inspection and Acceptance shall apply to all CLINs listed in section B - Supplies or Services and Prices, as applicable.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0105	Destination	Government	Destination	Government
0106	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0205	Destination	Government	Destination	Government
0206	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0305	Destination	Government	Destination	Government
0306	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government
0405	Destination	Government	Destination	Government
0406	Destination	Government	Destination	Government
0501	Destination	Government	Destination	Government
0502	Destination	Government	Destination	Government
0503	Destination	Government	Destination	Government
0504	Destination	Government	Destination	Government
0505	Destination	Government	Destination	Government
0506	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

- (a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by N61340 NAWCTSD Orlando

With each Wide Area Work Flow (WAWF) invoice/receiving report submission the contractor shall include the completed forms listed with each CLIN, except for CLIN 0106 and its associated out-years . No attachment is required for CLIN 0106 and its associated out-years. At a minimum, the following information or equivalent report shall be provided:

CLIN	Description	Form
CLIN 0100 + out-years	Post Award Conference (PAC)	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRL B003, Post Award Conference minutes
CLIN 0101 + out-years	Core Software Sustainment	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRLs A001, A002, B001, B002, B003 and B004, as applicable
CLIN 0102 + out-years	Software Modification and Product Generation	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRLs A002 A003, A004, A005, B001 and B002 Identified on each task order, as applicable
CLIN 0103 + out-years	Software Training Sessions	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRL A008, Training Summary Report and CDRL B001, Contractor's Progress, Status and Management Report, as applicable
CLIN 0104 + out-years	Technical Assist Visits	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRL A009, Technical Assist Visit Report and CDRL B001, Contractor's Progress, Status and Management Report, as applicable

CLIN 0105 + out-years	Software Modifications/Enhancement Impact Analysis	Documented acceptance via the Data Item Trans/Accept/Reject Form for CDRL A006,
Engineering		Change Proposal, CDRL A007 Technical Report-Study/Services and CDRL B001, Contractor's Progress, Status and Management Report, identified on each task order, as applicable
CLIN 0106 + out-years	Travel	Upon completion of Software Services for CLINs 0102, 0103 0104 Or 0105 in which travel is in support of

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a receiving report submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

E1 - GOV'T QASP

Government Quality Assurance Surveillance Plan (QASP)

The Government has developed a QASP applicable to the following CLINs and their associated out-years::

- CLIN 0101 Core Software Sustainment
- CLIN 0103 Software Training Sessions
- CLIN 0104 Technical Assist Visits

The Government has developed a QASP to ensure the use of systematic quality assurance methods in the administration of this contract and in subsequent task orders. The QASP facilitates Government *surveillance* oversight of the Contractor's performance to assure the services are timely, effective and delivering the results specified in the contract or task order. The Government quality assurance surveillance of the services shall be performed in accordance with the QASP under attachment 5 in section J, and shall be executed by the Contracting Officer or a duly authorized representative.

Section F - Deliveries or Performance

F1 - NOTE ON DELIVERY SCHEDULE

Note: The contract is contemplated to be awarded on August 1, 2011, therefore the period of performances shown below will be adjusted up to 60 days to reflect the exact dates at the time of contract award. The period of performances indicated below reflects the ordering period for each CLIN.

NOTE:

Clauses in section F – Deliveries or Performance shall apply to all CLINs listed in Section B – Supplies or Services and Prices, as applicable.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0100	POP 16-AUG-2011 TO 30-SEP-2011	N/A	NAWCTSD DOMBROWSKI, TIFFANY 12350 RESEARCH PARKWAY CROSS WARFARE ORLANDO FL 32826-3224 (407) 380-4431 FOB: Destination	N61340
0101	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0102	POP 16-AUG-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0103	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0104	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0105	POP 01-SEP-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0106	POP 16-AUG-2011 TO 31-AUG-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0201	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0202	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0203	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

0204	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0205	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0206	POP 01-SEP-2012 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0301	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0302	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0303	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0304	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0305	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0306	POP 01-SEP-2013 TO 31-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0401	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0402	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0403	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0404	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0405	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0406	POP 01-SEP-2014 TO 31-AUG-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0501	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0502	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0503	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

0504	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0505	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0506	POP 01-SEP-2015 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The contract shall commence on August 16, 2011 and shall continue through August 31, 2012. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

CLAUSES INCORPORATED BY FULL TEXT

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
1. AIM User's Manuals	1 per AIM software type	10 days after Mobilization Phase begins
2. Software IV & V Test Plan	1	10 days after Mobilization Phase begins
3. AIM Software Government Acceptance test Plan	1 per AIM software type	10 days after Mobilization Phase begins
4. AIM User Courses	1 per AIM software type	10 days after Mobilization Phase begins
5. AIM Software Maintenance Manual	1	10 days after Mobilization Phase begins
6. CPM User's Manual	1	10 days after Mobilization Phase begins
7. AIM Source Code updates	1	10 days after Mobilization Phase begins, with to source code provided NLT 31 Aug 2011

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contract shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A001 – A009, B001-B004, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

Naval Air Warfare Center Training Systems Division (NAWCTSD)

- (1) NAWCTSD PJM, Jacob (Jake) Aplanalp, Code 1.3.6.3.
- (2) NAWCTSD Engineer, Ronald Zinnato, Code 4624
- (3) NAWCTSD COR, Tiffany Dombrowski, Code 1.3.6.3
- (4) NAWCTSD PCO, Christina Garcia, Code 25311 (for PCO)

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

NAWCTSD PJM	NAWCTSD Attn: Jacob (Jake) Aplanalp, Code 1.3.6.3 12350 Research Parkway Orlando, FL 32826-3275
NAWCTSD Engineer,	NAWCTSD Attn: Ronald Zinnato, Code 4624 12350 Research Parkway Orlando, FL 32826-3275
NAWCTSD COR	NAWCTSD Attn: Tiffany Dombrowski, Code 1.3.6.3 12350 Research Parkway Orlando, FL 32826-3275
NAWCTSD PCO	NAWCTSD Attn: Christina Garcia, Code 25311 (for PCO) 12350 Research Parkway Orlando, FL 32826-3275

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(OCT 1994)**

(a) The Contracting Officer has designated

Tiffany Dombrowski, Code 1.3.6.3
12350 Research Parkway
Orlando, FL 32826-3275
(407) 380-4431

as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

In addition, the duties of the COR are limited to the following:

- a. The COR shall be contacted for informational purposes and is responsible for final acceptance only. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the Statement of Work in the contract.
- b. When, in the opinion of the contractor, the COR request effort outside the existing scope of the contract the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract, or until the issue has been resolved otherwise.
- c. Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract.

The specific duties and responsibilities of the COR for contract surveillance are as stated in the Government Quality Assurance Surveillance Plan (Attachment 5) of the solicitation/contract. In addition, a copy of the COR Appointment Letter will be provided to the contractor with each COR appointment.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: [REDACTED]

PHONE (BUS): [REDACTED]

PHONE (AFTER HOURS): [REDACTED]

ALTERNATE:

NAME: [REDACTED]

PHONE (BUS): [REDACTED]

PHONE (AFTER HOURS): [REDACTED]

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions assigned, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

functions assigned FAR 42.302:

(13) Make payments on assigned contracts when prescribed in agency acquisition regulations.

(25) Process and execute novation and change of name agreements under Subpart 42.12.

(57) Assign and perform supporting contract administration.

(59) Issue administrative changes, correcting errors or omissions in typing, contractor address, Facility or activity code, remittance address, computations, which do not require additional Contract funds, and other such changes.

(65) Accomplish administrative closeout procedures.

(70) De-obligate excess funds after final price determination.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

G1. TSD-WAWF INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (OCT 2010)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:
http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [N/A] or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

(1) For all CLINs/SLINs the following table shall be used when submitting Invoices:

WAWF Invoice Type:	-- Select Combo for Supplies, or Supplies AND FFP Services. If none of the above apply, please call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N61340
Admin Office DODAAC:	
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N61340
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N61340
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA719
Paying Office DODAAC:	HQ0338

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice/cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name	Email	Phone	Role
Tiffany Dombrowski	tiffany.dombrowski@navy.mil	(407) 380-4431	COR (acceptor)
Christina Garcia	Christina.garcia@navy.mil	(407) 380-4098	Contract Specialist (View Only)
Ron Zinnato	ronald.zinnato@navy.mil	(407) 380-4667	Technical Point of Contact (view only)

Section H - Special Contract Requirements

H1 - H4

H1 - CPARS PARTICIPATION

The contractor agrees to participate in the Dept of Defense Contractor Performance Assessment Reporting System (CPARs) during the performance of this contract in order to collect contractor performance data. The participation requires the contractor to obtain all required equipment, certificates and material in order to access CPARs. The CPARs collection tool and other CPARs information can be accessed at:

<http://www.cpars.csd.disa.mil/cparsmain.htm>.

Completion of this tasking shall be at no addition in contract price.

H2 - LABOR CATEGORIES

For Software Modification and Product Generation CLINs (0102, 0202, 0302, 0402 and 0502) and Software Modification/Enhancement Impact Analysis CLINs (0105, 0205, 0305, 0405 and 0505), the contractor shall provide a proposal in response to the Government's request only utilizing the contract labor rates established in Attachment 2, Resource Allocation Matrix in Section J to fulfill the requirement. All labor whether provided by the prime contractor or subcontractor shall fall within the labor categories established in Attachment 2, Resource Allocation Matrix in Section J.

H3 – FIXED FACTOR

For the Travel CLINs (0106, 0206, 0306, 0406 and 0506), only the contractor's fixed factor stated in the CLIN shall be applicable to the total direct travel cost. This fixed factor shall include all the appropriate overhead, G&A and risk applicable to the travel cost. This fixed rate for each travel CLIN is not adjustable for each CLINs period of performance.

H4 – AWARD/EXERCISING OPTION LINE ITEMS

The Government may unilaterally exercise its option for any CLIN designated as an option in Section B. These option CLINs will be exercised at the Government's discretion to fulfill ordering quantities up to the desired amount of the CLIN quantities. Each option CLIN ordering period is as stated in the schedule set forth in Section F. The exercise period for the option CLINs is as follows:

CLINs	Exercise period
CLINs 0201 - 0206	1 September 2012 – 31 August 2013
CLINs 0301 - 0306	1 September 2013 – 31 August 2014
CLINs 0401 - 0406	1 September 2014 – 31 August 2015
CLINs 0501 - 0506	1 September 2015 – 31 August 2016

Notification to exercise option CLINs 0201 – 0206; 0301 – 0306; 0401 – 0406; 0501 – 0506 will be provided to the Contractor from the NAWCTSD Procuring Contracting Officer no later than 30 days prior to the date performance is to begin. These options may be exercised with issuance of a contract modification. The Government shall comply with FAR 52.217-6, "Option for Increased Quantity," notice requirements.

CLAUSES INCORPORATED BY REFERENCE

252.204-7000

Disclosure Of Information

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment N/A. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates", means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 12 months after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these

items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

[] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 12 months after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its

products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.216-9502 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVAIR) (OCT 2005)

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order shall exceed \$500,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The contractor shall furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing the order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders shall be accompanied with proof of delivery or receipt.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and shall furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders shall be issued as a means of documenting the oral order within 7 days calendar days or oral orders shall be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR) (OCT 2005)

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

Any NAWCTSD Orlando Procuring Contracting Officer (PCO) in code 2.5.3

The above activity (ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may only be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. Applicable only to task orders not based on prices established in Schedule B: For task orders with an estimated value of greater than \$1,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

- (1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:
- (i) a description of the specified work required,
 - (ii) the desired delivery schedule,
 - (iii) the place and manner of inspection and acceptance, and
- (2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:
- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
 - (ii) overtime hours by labor category,
 - (iii) proposed completion or delivery dates,
 - (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
 - (v) dollar amount and type of any proposed subcontracts, and
 - (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

- (i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.
- (ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:
 - (A) notify the Ordering Officer immediately,
 - (B) submit a proposal for the work requested in the task order,
 - (C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation [N/A] are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [7] working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within [7] working days from the time of the oral communication amending the order.)

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (NAVAIR)(OCT 2006)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Rebeca Gonzalez
12350 Research Parkway
Orlando, FL 32826-3275
(407) 380-4524
Rebeca.gonzalez@navy.mil

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR) (FEB 2009)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements):

(1) Government property currently accountable and managed under the following contracts:

[List Government property and applicable contract number(s). Refer to NMCARS 5245.311 if transferring Government property between contracts. If none, then enter "NONE"]

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE							

(2) Government furnished property to be provided under this contract:

[List Government property here -- include everything except Material, as defined in FAR 45.101. If none, then enter "NONE".]

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
AIM Source Code				1	yes	

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

[List Government material here. If none, then enter "NONE".]

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

[List items AND quantity authorized for requisition. If none, then enter "NONE".]

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.209-8	Updates of Information Regarding Responsibility Matters	APR 2010
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007

52.227-19	Commercial Computer Software License	DEC 2007
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1	Government Property	AUG 2010
52.245-1 (Dev)	Government Property (Deviation)	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 16 August 2011 through 31 August 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

See Clause 5252.211-9507 in section F for parameters.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified in the SOW, attachment 1 of this solicitation, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 180 days after option period's ordering period expires.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 61 months.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>
1	Statement of Work (SOW) for software engineering, analysis, content development, logistics, life cycle, and management support services for the Authoring Instructional Materials (AIM) program.
2	Resource Allocation Matrix
3	RESERVED
4	Data Item Transmittal/Acceptance/Rejection Form
5	Quality Assurance Surveillance Plan (QASP)
6	DELETED Past Performance Questionnaire (<i>completed with the proposal for the solicitation N61340-11-R-0009; not included in the basic contract</i>)
7	Security Requirements DD Form 254
8	Contracting Officer Representative (COR) Appointment Letter
Exhibit A & B	Contract Data Requirements List (CDRLs)

ATTACHMENT 1 - SOW

**STATEMENT OF WORK
FOR
TURN-KEY SOFTWARE ENGINEERING, ANALYSIS, CONTENT DEVELOPMENT, LOGISTICS, AND
LIFE CYCLE SUPPORT SERVICES FOR AUTHORIZING INSTRUCTIONAL MATERIALS (AIM)**

1.0 SCOPE.

This Statement of Work (SOW) identifies and defines the requirements for the Contractor to provide turn-key software engineering, analysis, content development, logistics, and life cycle support services for the Authoring Instructional Materials (AIM) program.

Naval Air Warfare Center Training Systems Division (NAWCTSD) is the System Support Office (SSO) for AIM. The AIM SSO provides overall programmatic and technical management as well as end-user support to the AIM user community.

1.1 AIM BACKGROUND.

AIM is a set of software tools designed to improve, streamline, and automate certain aspects of the development and maintenance of Navy training materials. The Navy uses three different approaches for the development of training materials: Personnel Performance Profile (PPP), Task-Based, and Competency/Skills-Based. AIM I supports the PPP approach to training material development, AIM II supports the Task-Based approach, and AIM Content Planning Module (CPM)/Learning Object (LO) Module supports a Competency/Skills-Based or Integrated Learning Environment (ILE) approach. These tools allow for more efficiency and responsiveness in the production and life cycle maintenance of training materials at all Navy training activities and in some organizations external to the Navy. AIM also optimizes the process of instructional development and standardizes the training materials by automating the format and standards promulgated in various military and commercial training design/development standards. AIM I, II, and CPM/LO Module all operate in the Microsoft Windows environment to provide a graphical user interface.

The Navy is also currently undertaking an effort to provide AIM access in a centralized environment via thin-client technology, thereby allowing users to access single versions of the AIM software and database from geographically dispersed locations. This AIM Central Site effort will provide AIM software access and related data to an increasingly wider Navy audience and help ensure data integrity and concurrency.

A major driver of future potential AIM functionality is the Navy's ILE effort. The ILE is a strategic initiative and current execution effort that encompasses all forms of training methods including instructor-led, facilitated, and computer-based instruction. The ILE supports readiness by enhancing institutional and individual learning for the total force by providing learning opportunities at home, the schoolhouse, or afloat. It is an effort to support competency/skills-based content design and development in a blended delivery environment across the entire Navy.

AIM requirements will continue to evolve as the Navy's Competency/Skills-Based/ILE approach matures. These requirements are defined by the Navy's AIM governance organizations (Configuration Control Board (CCB), Executive Steering Committee (ESC), and Functional Requirements Board (FRB)), Naval Education and Training Command (NETC) Workforce Development Functional Review Board (WD FRB), and Sea Warrior (PMW-240) governance organizations.

2.0 GOVERNMENT STANDARDS.

The following Government standards apply:

1. IEEE/EIA 12207-2008 - Information Technology – Software Life-Cycle Processes
2. MIL-PRF-29612B - Training Data Products dated August 2001
3. DODI 8500.2 - Information Assurance (IA) Implementation
4. DoD 5220.22-M - National Industrial Security Program Operating Manual (NISPOM)

2.1 OTHER PUBLICATIONS.

NAVEDTRA 130 Series Documents – NETC training content and management guidance documents

3.0 REQUIREMENTS

The contractor shall provide turn-key AIM software engineering, analysis, content development, logistic, and life cycle support services in accordance with the requirements set forth in this SOW and the Contract.

3.1 GENERAL REQUIREMENTS.

3.1.1 Programmatic requirements.

The contractor's organization shall provide the following necessary personnel, materials, equipment, and facilities to provide the services described in this SOW and all task orders (TOs) issued under this contract.

3.1.1.1 Personnel

The contractor shall employ professional and technically qualified personnel to perform the tasks to be ordered hereunder. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract and task order specification requirements. The government reserves the right, during the life of this contract, to request work histories on any contractor employee for the purpose of verifying compliance with the above requirement.

3.1.1.2 Facility(s) access.

The contractor shall allow the Government access to the contractor's facility(s) for the purpose of reviewing the contractor's performance on this contract, and allow the Government to review internal contractor's documentation pertinent to this contract effort at any time during the period of performance of this contract.

3.1.1.3 Security Clearance.

The contractor personnel shall possess the required security level clearance prior to receiving task assignment. The highest level of classification anticipated under this requirements contract is SECRET. While working on classified tasks, the contractor shall safeguard all classified material in accordance with applicable Government and industrial security regulations.

3.1.1.4 Security (Unclassified systems)

The security requirements specified herein shall apply to the contractor and subcontractors. The contractor shall comply with applicable on-site security regulations related to facility access and building access. The contractor shall safeguard all sensitive information and controlled unclassified information IAW the contractor's locally established security plan (if the contractor already has an established local security plan). The contractor shall enforce these safeguards throughout the life of the contract including the transport and delivery phases and the disposition and storage of controlled unclassified information at contract completion. If the contractor does not have an established security plan that addresses the protection of classified, proprietary, sensitive, or controlled unclassified information, the contractor shall prepare the OPSEC Plan IAW the security policy, procedures, and requirements for classified information provided in DoD 5220.22-M and the Operations Security (OPSEC) Plan CDRL.

3.1.1.5 Contractor - Owned Unclassified Network Security.

The contractor shall take means (defense-in-depth measures) necessary to protect the confidentiality, integrity, and availability of Government controlled unclassified information in the same manner as the contractor would protect its own unclassified company proprietary information. The contractor shall ensure that contractor-owned or operated unclassified IT network assets (including assets used for contractor Teleworkers) used to process sensitive Government information (controlled unclassified information) are managed and maintained IAW commercial best practices, vendor-specific, or other nationally or internationally-recognized IT configuration and management standards.

3.1.1.6 Information Security Requirements for Protection of Unclassified DoD Information On Non-DoD Systems.

The contractor shall safeguard unclassified DoD information stored on non-DoD information systems to prevent the loss, misuse, and unauthorized access to or modification of this information. The contractor shall:

- a. Not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- b. Protect information by no less than one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- c. Sanitize media (e.g., overwrite) before external release or disposal.
- d. Encrypt the information that has been identified as Controlled Unclassified Information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- f. Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connection, where available, when traveling. When encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using no less than application-provided password protection level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Provide protection against computer network intrusions and data exfiltration, including no less than the following:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- j. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., Critical Program Information (CPI), Personally Identifiable Information (PII), export controlled information).

3.1.2 AIM Software File Transfer Capability.

The contractor shall provide the means to perform electronic bi-directional transfer of Government compatible computer files and other pertinent data and program information to the AIM SSO.

3.1.3 Navy-Marine Corps Intranet (NMCI) and Information Assurance (IA) Compliance.

The contractor shall meet NMCI certification requirements for any AIM software developed that will be hosted by NMCI or run on NMCI workstations. The contractor shall comply with any potential NMCI replacement policy. The contractor shall also test, verify, and document that the software developed is in compliance with the security requirements and IA controls identified in DODI 8500.2.

3.1.4 Software Corrective Action/Modification/Enhancement Directive Process.

The contractor shall implement a software corrective action/modification/enhancement directive process. That process shall ensure regulation of the flow of proposed corrective actions/modification/enhancement directives, documentation of the complete impact of the proposed corrective action/modification/enhancement directives, and release only of approved configuration change directives into configuration items and their related configuration documentation. The following requirements shall be included in the corrective action/modification/enhancement directives process:

- a. The contractor shall provide updated revision(s) to the software and related documentation based on software corrective action/modification/enhancement directives.
- b. If changes to the software and documentation changes are disapproved by the AIM SSO, the changes are returned to the contractor for corrective work. If software and documentation changes are approved by the AIM SSO, the contractor schedules incorporation of the software corrective actions/modifications/enhancements into the AIM baseline.
- c. The contractor shall assign version numbers to the software and revision numbers to the documentation and incorporate the change(s) into a SCL (Software Configuration Library) which the contractor shall maintain. The Contractor shall provide SCL access to the AIM SSO upon request.

3.1.5 AIM Configuration Control (CC).

Upon award of and during the performance of any TO where the AIM software is undergoing any corrective action/modification/enhancement and verification, the contractor shall provide a plan to monitor and manage software configuration and documentation in accordance with paragraphs 7.2.2 through 7.2.2.3.6.1 of IEEE/EIA 12207-2008. The contractor's configuration control approach and plan shall be detailed in the Management Plan CDRL.

3.1.6 AIM Quality Assurance (QA).

Upon award of and during the performance of any TO where the AIM software is undergoing any corrective action/modification/enhancement and verification, the contractor shall provide a plan to perform software quality assurance in accordance with the requirements of IEEE/EIA 12207-2008, paragraph 7.2.3 through 7.2.3.3.4.1. The following specific quality assurance tasks shall also be performed:

- a. All contractor data submittals shall be reviewed prior to submission to the Government. The review shall include, at a minimum, verification that all documents are in the correct format, consistency within the documents, submittal meets content requirements, submittal contents are true and accurate, and that the data submittal complies with the requirements of the contract
- b. The contractor shall ensure that each functional requirement is traceable to its implementation in the system software and that each requirement is tested and documented

The contractor's quality assurance approach and plan shall be detailed in the Management Plan CDRL.

3.1.7 Post-Award Conference (PAC)/Contract Closeout.

The contractor shall attend a government-scheduled two (2)-day post award conference at the contractor's facility within thirty days after PAC task order award in which the contractor's lead management, functional,

technical, and contractual personnel should be in attendance. The government will prepare the agenda, and the contractor shall prepare and deliver meeting minutes in accordance with the Conference Minutes CDRL.

3.1.7.1 Mobilization Phase.

The contractor shall implement a mobilization plan to familiarize themselves with the AIM software, related source code, the NAVEDTRA 130 and MIL-PRF-29612B series documents, and be fully operational to meet the requirements of this SOW thirty (30) days from task order award. By the end of the mobilization phase, the contractor shall obtain and have in place all required personnel, materials, equipment, and facilities to execute the tasks of this contract.

3.1.8 Facility

All tasking shall be conducted in contractor's spaces unless otherwise indicated within individual Task Orders.

3.2 **SPECIFIC REQUIREMENTS.**

3.2.1 Core Software Sustainment.

The contractor shall furnish the following core software sustainment services:

3.2.1.1 Logistics support.

The contractor shall provide logistics support to the AIM SSO within reasonable time constraints set forth by the Government for each task. This support shall consist of the following tasks:

3.2.1.1.1 Management planning.

The contractor shall develop and maintain a Management Plan by adding details to, updating, and revising the Management Plan throughout the life of the contract as needed. The Contractor's Configuration Control and Quality Assurance Process plans shall be clearly detailed in the Management Plan. The contractor shall include a Risk Mitigation Plan that details identification, classification, planning, tracking, & resolution of risk in the Management Plan. The contractor shall also identify their single point of contact (POC) for the contractual effort. The contractor shall prepare the Management Plan in accordance with the Management Plan CDRL.

3.2.1.1.2 Government and Contractor Coordination.

The contractor shall support the AIM SSO utilizing the following communication formats:

- a. Phone-conferencing
- b. Web meetings
- c. Video Teleconferencing (VTC)
- d. Local contractor meetings
- e. E-mail correspondence

The contractor shall provide brief summaries of each communication documenting all pertinent information exchanged and action items assigned during the coordination. These summaries shall be prepared in contractor format and delivered via email to the Government in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.1.1.3 Conferences and Meetings.

The contractor shall attend and/or participate in a maximum amount of two (2) conference or meeting per month, not to exceed twelve (12) annually. The meeting could be either an AIM Functional Requirements Board (FRB) meeting, or another conference or meeting the Government designates for attendance by the contractor.

In the case of an AIM FRB meeting, the contractor shall attend and provide AIM functional and technical support for a maximum of two (2) FRB meetings per year, and each FRB meeting will be three (3) days in length. The meetings will be held in Orlando, FL at a Government facility or other facility indicated by the Government, and will require planning, coordination, and logistics support from the contractor. Any travel and associated costs necessary to support the FRB will be included in the Core Software Sustainment CLINs. The contractor will be

given at least fifteen (15) calendar days advance notice of any FRB meeting and ten (10) calendar days for cancellation of FRB meetings.

In addition to the FRB meetings and during the analysis, design, production, and delivery of training data and products, the contractor shall attend and/or conduct/participate in a maximum of ten (10) conferences or meetings and reviews per year with one (1) individual in attendance. The conferences or meetings will occur in Washington, DC, Norfolk, VA, Pensacola, FL, San Diego, CA, or Orlando, FL and will not exceed five (5) days in duration. The contractor shall prepare agendas, reports, and minutes for conferences and meetings attended and deliver via email to the Government in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL. Any travel and associated costs necessary to support conferences and meetings will be included in the Core Software Sustainment CLINs. The contractor will be given at least fifteen (15) calendar days advance notice of any conference or meeting and ten (10) calendar days for cancellation.

3.2.1.1.4 Weekly and Monthly Status Reports.

The contractor shall provide weekly progress and status reports of the current efforts under this contract via telephone. The report shall also identify and contain summary-level information on all on-going task orders, to include status of work completed under each task order and areas of risks. The phone call shall not exceed thirty (30) minutes.

The contractor shall provide a summarized monthly progress and status report of the current efforts under this contract in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL. The report shall also identify and contain summary-level information on all on-going task orders, to include status of work completed under each task order and identify any cost, schedule, and performance risks. The contents of the monthly status report shall be comprised of the weekly status report data. The report shall not exceed twenty (20) pages in length.

3.2.1.2 Software Training Sessions.

The contractor shall conduct two (2) monthly AIM user training session(s) of the current Navy AIM I, AIM II, CPM, and LO Module User Training Course Curriculum in San Diego, CA and Norfolk, VA). The sessions shall not run concurrently unless concurrent sessions can be arranged and agreed upon by both the contractor and the Government. The training session shall be a maximum of forty (40) hours in length and be completed within five (5) days with classrooms and supporting infrastructure provided by Government after coordination with the hosting facility and contractor. The class shall consist of no more than twenty-five (25) students. The contractor shall utilize qualified instructors who:

- a. Are subject matter experts in curriculum development and maintenance
- b. Are subject matter experts in the use of AIM to support curriculum development and maintenance activities
- c. Have general Windows/networking knowledge and experience

At the completion of each training session, the contractor shall require that each student/trainee complete a course evaluation sheet (to be provided as Government-Furnished Information upon award of this contract) that includes:

- d. trainee feedback regarding value of course materials
- e. trainee feedback on quality of the course presentation
- f. trainee feedback on value of training aids
- g. trainee feedback on quality of training facilities
- h. any recommendations for course improvement

The following items shall be collected by the contractor and delivered to the Government within five (5) working days of the conclusion of each training session and in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL:

- i. completed course evaluation sheets and student/trainee roster naming those students/trainees in attendance as well as their parent organization/command
- j. short contractor-prepared summary of the training session (to include minimal data about attendees and any administrative or other issues deemed noteworthy or problematic)

The Government reserves the right to cancel and reschedule any of these training sessions ten (10) calendar days prior to session execution, at no cost to the Government.

3.2.1.3 Software Demonstrations.

The contractor shall support the demonstration of software to users and potential user communities as requested or approved by the Government. The demonstrations will generally be conducted via web meeting/conference phone and will last no longer than two (2) hours in duration. A maximum of six (6) software demonstrations shall occur per month, not to exceed 72 demonstrations annually.

3.2.1.4 Engineering and technical assessments.

The contractor shall complete engineering and technical assessments involving state-of-the-art and emerging computer technologies, methods and procedures for development and maintenance of training materials, and emerging man machine interface improvements and other related issues. A maximum of one (1) assessment will be required monthly, not to exceed twelve (12) annually. The contractor shall deliver a report summarizing assessment findings via email to the Government in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.1.5 Software Functional Requirements Matrix (FRM)/AIM Change Request (ACR) maintenance.

The contractor shall maintain the AIM software FRM and ACR matrix in accordance with the Revisions to Existing Government Documents/Software Functional Requirements Matrix (FRM)/AIM Change Request (ACR) Maintenance CDRL. AIM FRM and ACR elements will be captured by the Government and passed to the contractor for inclusion in the FRM and ACR matrix. FRM and ACR elements captured by the contractor (either from AIM users or generated by the contractor) will be validated by the Government before being added to and maintained in the matrix.

3.2.1.6 Software Trouble Support.

The contractor shall provide telephonic or electronic (email, web meeting, etc.) software trouble support to the AIM SSO. This support shall consist of:

- a. Technical assistance (TA) and response to technical questions concerning the AIM software (including AIM database, vendor software, centralized AIM servers, and other software). No more than two (2) hours of assistance shall be provided per working day and support shall be provided between the hours of 0800 and 1700 (Eastern Standard Time).
- b. Receipt of trouble reports (TR) from the AIM SSO. The TRs will be communicated telephonically or electronically. The contractor shall review, analyze, assess, and attempt to resolve each TR. The result of the contractor's analysis of the problem(s) or resolution(s) shall be communicated to the AIM SSO telephonically or electronically. The contractor shall resolve a maximum of ten (10) TRs monthly, not to exceed one-hundred twenty (120) annually. The TRs may result in minor software corrective actions.

3.2.1.7 Minor Software Corrective Actions.

The contractor shall adhere to the direction found in the sub-paragraphs for executing minor AIM software corrective actions identified in a TR. Each TR and associated minor software corrective action will require no more than one person-day of contractor software engineering support to resolve, and will not add any significant new software functionality or enhancements. All software corrective actions shall be performed in accordance with the software processes and standards, CC, and QA requirements identified in this SOW. All software corrective actions performed, as well as any deficiencies or issues resulting from the corrective actions, shall be documented in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.1.7.1 Test, Validation, and Verification of Corrective Actions.

The contractor shall test, validate, and verify software corrective actions prior to communication of the actions and solutions to the Government. Test, validation, and verification of the corrected software includes, but is not limited to ensuring that:

- a. software corrective actions have been successfully integrated
- b. missing, extraneous, and incompatible requirements are identified

- c. the functionality of the system is in compliance with the applicable corrective action

Test, validation, and verification of the corrected software shall not be considered complete or acceptable until all deficiencies found during the testing of the modified software have been corrected by the contractor, successfully re-tested, and accepted by the Government.

3.2.1.7.2 Delivery and Technical Assistance for Corrective Actions.

After successful contractor testing, validation, and verification of the corrective action(s), the contractor shall deliver the corrected software to the AIM SSO for Government acceptance testing. The contractor shall provide technical assistance during Government testing of the corrected software. This assistance shall include, but not be limited to, providing advice and technical assistance on testing and troubleshooting any issues and correcting any errors found by the Government.

3.2.1.7.3 Software Documentation.

The contractor shall update the AIM User's Manual and Software Maintenance Manual (SMM) to reflect any software corrective action changes. The contractor shall apply the QA process identified in their Management Plan to each document before it is submitted to the Government. The contractor shall prepare the User's Manual and SMM in accordance with the Revisions to Existing Government Documents/Software Documentation CDRL.

3.2.1.8 Software Modification Rough Order of Magnitude Estimates.

The contractor shall provide rough order of magnitude (ROM) estimates for proposed software modifications identified in SOW paragraph 3.2.1.5 (ACR and FRM elements). There will be a maximum amount of five (5) ROM estimates requested by the Government monthly, not to exceed sixty (60) annually. Those ROMs to specific ACR & FRM elements shall be provided only when requested by the Government. The ROM estimates for each modification shall consist of:

- a. Labor hours and time to complete the analysis portions of the software modification process
- b. Labor hours and time to complete the actual software coding of the modification
- c. A short (one paragraph) technical summary of the modification

The ROMs shall be documented in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.1.9 Transition Support

The contractor shall, in addition to their ongoing responsibilities in this SOW, provide reasonable and customary support in effecting a smooth transition to the successor contractor by providing reasonable levels of data and support sufficient to the successor's understanding of the underlying code structure and coding languages utilized in development and maintenance of the AIM software. The contractor shall provide this support one time only during the final month of the contract. As part of the transition support, the contractor shall deliver the latest version of the AIM source code back to the Government at the end of the contract. This transition support shall be briefly summarized in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.2 Software Modifications and Product Generation.

The contractor shall perform the following tasks related to software modifications that are considered other than minor modifications (identified in paragraph 3.2.1.7 of this SOW). The contractor shall also generate ISD-related products identified from analytic activities of paragraph 3.2.4.2 of this SOW. These modification and product generation tasks will be priced separately under individual SOWs and issued as separate TOs under this contract.

3.2.2.1 Major Software Modification Process.

The contractor shall adhere to the direction found in the sub-paragraphs for executing a maximum amount of eighteen (18) major AIM software modifications annually. These major modifications, when bundled together, generally result in new releases of the AIM software. All software modifications/enhancements shall be performed and ISD-related products generated in accordance with the software processes and standards, CC, and QA

requirements identified in this SOW and in the contractor's Management Plan (identified in paragraph 3.2.1.1.1 of this SOW). That status of these major modifications shall be briefly summarized in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.2.1.1 Government-issued Software Modification/Enhancement Directives.

The contractor shall modify/enhance and integrate AIM software in accordance Government-issued Software Modification/Enhancement Directives based on Software Change Impact Statements that have been selected for implementation. Government-issued Software Modification/Enhancement Directives lead to software releases of new AIM versions. All AIM software modifications/enhancements shall be in accordance with applicable Navy specifications and standards unless the Government specifically requires otherwise. The contractor shall ensure that all parts of the AIM system are completely compatible and usable with all changes.

3.2.2.1.2 Test, Validation, and Verification of pre-released software.

The contractor shall test, validate, and verify software modifications/enhancements prior to delivery of a new software version to the Government. Test, validation, and verification of the modified/enhanced software includes, but is not limited to ensuring that:

- a. Software Modification/Enhancement Directives have been successfully integrated
- b. the impending new release integrates with the existing software and hardware
- c. each function is adequately specified
- d. system requirements are fulfilled
- e. missing, extraneous and incompatible requirements are identified
- f. the functionality of the system is in compliance with the applicable Modification/Enhancement Directive

Test, validation, and verification of the modified/enhanced software shall not be considered complete or acceptable until all deficiencies found during the testing of the modified/enhanced software have been corrected by the contractor, successfully re-tested, and accepted by the Government.

3.2.2.1.3 Initial Delivery, Technical Assistance, and Revision of a New Software Release (Change Package).

After successful contractor testing, validation, and verification of the pre-release software, the contractor shall deliver the pre-release software (referred to as a change package) to the AIM SSO in accordance with the Computer Software Product End Items/Initial Delivery, Technical Assistance, and Revision of a New Software Release (Change Package) CDRL. The contractor shall provide technical assistance during Government testing of the change package, which will occur after initial software delivery. This assistance shall include, but not be limited to, providing advice and technical assistance on testing and troubleshooting any issues found by the Government. After the Government completes its testing, the contractor shall revise the change package to correct any and all deficiencies found during testing. After the changes have been made, the contractor shall provide a revised Change Package to the SSO for final Government testing. The contractor shall also deliver an updated User's Manual and Software Maintenance Manual (SMM) to reflect the Change Package software changes in accordance with the Revisions to Existing Government Documents/Software Documentation CDRL.

3.2.2.1.4 AIM Software Government Acceptance Test Support

The contractor shall develop and deliver a software user test for use by the Government during Government Acceptance Testing (GAT) in accordance with the Revisions to Existing Government Documents/AIM Software Government Acceptance Test Support CDRL. Following successful GAT testing by Government-selected AIM software users, the contractor shall develop and deliver a post-GAT test/inspection report based on the GAT tester inputs in accordance with the Test/Inspection Report/ AIM Software Government Acceptance Test Support CDRL.

3.2.3 Software Training Sessions and Technical Assist Visits.

The contractor shall perform the following tasks related to software training sessions, technical assist visits, and conference/meeting attendance and support at locations determined by the Government. These requirements will be issued as separate TOs under this contract.

3.2.3.1 Software Training Sessions (Off-site).

The contractor shall conduct off-site AIM user training sessions of the current Navy AIM I, AIM II, CPM, and LO Module User Training Course Curriculum, in addition to the training sessions identified in paragraph 3.2.1.2 of this SOW. The Government expects that a maximum amount of fifteen (15) off-site sessions will be conducted annually. The sessions shall not run concurrently with regular training sessions unless concurrent sessions can be arranged and agreed upon by both the contractor and the Government. The training session shall be a maximum of forty (40) hours in length and be completed within five (5) days with classrooms and supporting infrastructure provided by the sponsor. Training will not commence until coordination between the Government, the contractor, and the sponsor has taken place. The contractor shall utilize qualified instructors who:

- a. Are subject matter experts in curriculum development and maintenance
- b. Are subject matter experts in the use of AIM to support curriculum development and maintenance activities
- c. Have general Windows/networking knowledge and experience

At the completion of each training session, the contractor shall require that each student/trainee complete a course evaluation sheet (to be provided as Government-Furnished Information upon award of this contract) that includes:

- d. trainee feedback regarding value of course materials
- e. trainee feedback on quality of the course presentation
- f. trainee feedback on value of training aids
- g. trainee feedback on quality of training facilities
- h. any recommendations for course improvement

The following items shall be documented in accordance with the Technical Report-Study/Services/Training Summary Report CDRL, and delivered to the Government within five (5) working days of the conclusion of each training session:

- i. completed course evaluation sheets and student/trainee roster naming those students/trainees in attendance as well as their parent organization/command
- j. short contractor-prepared summary of the training session (to include minimal data about attendees and any administrative or other issues deemed noteworthy or problematic)
- k. summary report of the training sessions to include facility or training issues encountered, date and location of training, or any administrative issues
- l. signature of concurrence from Government representative (host organization) at offsite on the report. In addition, provide Government representative name, phone number and email address.

Each session shall also be briefly summarized in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

The Government reserves the right to cancel any of the annual off-site training sessions ten (10) business days prior to session execution, at no cost to the Government. In the event of a cancellation in fewer than ten (10) days prior to the start of the session, the contractor shall make its best effort to mitigate cost as a result of the cancellation. The contractor shall submit a proposal for the cancelled services to the Government to negotiate a settlement for the cancellation of services.

3.2.3.2 Technical Assist Visits (Off-site).

The contractor shall provide off-site technical assistance support to the SSO and/or other AIM sites. One (1) working day of technical assistance support shall be considered one (1) unit. This support shall consist of problem resolution, trouble-shooting, installation support, and other meetings/services to include work on AIM, its hardware and/or software (including contractor software, AIM database, and other software). The contractor shall prepare a visit report in accordance with the Technical Report-Study/Services/Technical Assist Visit Report CDRL after each visit. The report shall not exceed five (5) pages in length. At a minimum, each Technical Assist Visit Report shall include the following:

- a. Offsite Government representatives assisted and duration and location of assistance
- b. Summary of actions addressed and status of resolution
- c. Signature of concurrence from Government representative at offsite on the report

Each visit shall also be briefly summarized in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.4 AIM Related Analysis.

The contractor shall perform the following AIM-related analytical tasks. These requirements will be priced separately under individual SOWs and issued as separate TOs under this contract.

3.2.4.1 Software Modification/Enhancement Impact Analysis

The contractor shall prepare a maximum amount of thirty (30) annual Software Modification/Enhancement Impact Analyses in response to ACRs or FRM elements. These analyses shall be documented and delivered in accordance with the Engineering Change Proposal/Software Modification/Enhancement/Impact Analysis CDRL.

3.2.4.2 Instructional Systems Design Analysis for Design, Development, and All Current and Emerging Modes of Delivery Technology.

The contractor shall perform the following analytic tasks in any combination in accordance with the Technical Report-Study/Services/Instructional Systems Design Analysis for Design, Development, and All Current and Emerging Modes of Delivery Technology CDRL:

- a. Front-End Analysis (FEA)
- b. Job-Task Analysis (JTA)
- c. Training Task Analysis (TTA)
- d. Training Systems Requirements Analysis (TSRA)
- e. Training Media Analysis
- f. Training Content and System-Related Market Research Analysis
- g. Training Systems Analysis
- h. Instructor Led Training Course Development and or Re-Design and Maintenance Analysis
- i. Interactive Multimedia Instruction (IMI) Design and Development Analysis
- j. Interactive Electronic Technical Manual (IETM) Development Analysis
- k. Job Performance Aids (JPA) Development Analysis
- l. Competency Model Development and Mapping to Content Authoring Toolsets Analysis
- m. Web-Enabled Relational Database Portal Application Development Analysis

A maximum amount of ten (10) analyses will be conducted per year. The high-level status of these efforts shall be included in accordance with the Contractor's Progress, Status, and Management Report/Monthly Status Report CDRL.

3.2.5 Travel

Travel may be required to perform tasks and will be identified on individual TOs.

3.2.6 CDRLs.

CDRLs shall be specified within each TO. The list below includes, but is not limited to, a general description of CDRLs required in support of this SOW. Specific lists of data requirements shall be provided within each TO.

ENGINEERING DATA
Exhibits A and B

Data Item Sample Number	Description	Data Item Description (DID)
A001	Revisions to existing Government Documents – Software Functional Requirements Matrix (FRM)/AIM Change Request (ACR) maintenance	DI-ADMN-80925
A002	Revisions to existing Government Documents – Software Documentation	DI-ADMN-80925
A003	Computer Software Product End Items - Delivery, Technical Assistance, and Revision of a New Software Release (Change Package)	DI-MCCR-80700
A004	Revisions to existing Government Documents – AIM Software Government Acceptance Test Support	DI-ADMN-80925
A005	Test/Inspection Report - AIM Software Government Acceptance Test Support	DI-NDTI-80809B
A006	Engineering Change Proposal-Software Modification/Enhancement Impact Analysis	DI-CMAN-80639C
A007	Technical Report-Study/Services – Instructional Systems Design, Development, and all Current and Emerging Modes of Delivery Technology	DI-MISC-80508B
A008	Technical Report- Study/Services - Training Summary Report	DI-MISC-80508B
A009	Technical Report- Study/Services – Technical Assist Visit Report	DI-MISC-80508B

ADMINISTRATIVE DATA

Data Item Sample Number	Description	Data Item Description (DID)
B001	Monthly Status Report	DI-MGMT-80227
B002	Management Plan	DI-MGMT-80004
B003	Conference Minutes	DI-ADMN-81250A
B004	Operations Security (OSPEC) Plan	DI-MGMT-80934B